



**FILED**  
FEB 08 2008  
MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURT  
FEB 08 2008

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**  
Everett McKinley Dirksen Building,  
219 South Dearborn Street, 20<sup>th</sup> floor, Chicago, Illinois 60604

In the matter of	/	
VIOLET A. HOOGHKIRK,	/	
Plaintiff in Error,	/	
	/	<b>Case No. 07C6975</b>
Vs.	/	
	/	
ABN AMRO MORTGAGE GROUP INC., et al	/	Judge Suzanne B. Conlon
Defendant(s) in Error,	/	
	/	Magistrate Judge Ashman
<b>Presented under special appearance by:</b>	/	
Violet A. Hooghkirk, Secured Party/	/	
Aggrieved, Injured Party	/	
Petitioner,	/	

\*\*\*\*\*

**MOTION FOR VACATION OF JUDGMENT**  
with  
**VERIFIED REVISION TO ORIGINAL COMPLAINT**

\*\*\*\*\*

**Presented by the undersigned Violet Alberta Hooghkirk, Sovereign and Secured Aggrieved Party, Injured Party in Fact - Speaking on behalf of myself and Plaintiff-in-Error.**

The Undersigned does hereby say under penalties of perjury under the laws of the united States of America that what is stated herein is true and correct, materially complete, not misleading, and it is the truth, the whole truth, and nothing but the truth, so help me God. USC Title 28 > Part V > Chapter 115 > §1746 (1).

I, the undersigned, Violet Alberta Hooghkirk, respectfully request vacation of the "Judgment In A Civil Case" Number: 07 C 6975 dated 1/11/2008, summarily issued by Michael W. Dobbins, Clerk of Court, signed by Willia Harmon, Deputy Clerk, with the box marked before the statement:

Decision by Court. This action came to trial or hearing before the Court. The issues have heard and a decision has been rendered.

IT IS HEREBY ORDERED AND ADJUDGED that:

This case is dismissed without prejudice.

Michael W. Dobbins, Clerk of Court

\_\_\_\_ signature \_\_\_\_ and initials "sbe" [not identified]  
/s/Willa Harmon, Deputy Clerk

It was mailed to Undersigned with a writing entitled "Docket Entry Text" dated 1/11/2008, signed by Judge Suzanne B. Conlon, that reads:

"This case is dismissed without prejudice. Construed literally, the complaint does not state any basis for federal jurisdiction and improperly seeks to re-litigate state court cases."

Not having been schooled in law, the Undersigned does not understand the legitimacy of a "Judgment In A Civil Case" being executed by a deputy Clerk of the Court. However, it is believed courts of the United States are under a duty to address constitutional violations when presented.

The Undersigned apologizes to this honorable Court for any ambiguity in the original Complaint or inadvertent omission of pertinent matters of violation of the Constitution and federal laws, which are now respectfully presented by way of the Declaration/Affidavit below, and assure this honorable Court that there is NO intention to re-litigate Case No. 05 CH 19333 in the CIRCUIT COURT OF COOK COUNTY, ILLINOIS, COUNTY DEPARTMENT - CHANCERY DIVISION, but to make a ruling as to constitutionality of matters upon which it is predicated.

The Undersigned makes this request for vacation of the "Judgment In A Civil Case" under Rule 60(b), Federal Rules of Civil Procedure, which reads:

**Rule 60. Relief From Judgment or Order** [emphasis added]  
(b) MISTAKES; INADVERTENCE; EXCUSABLE NEGLIGENCE; NEWLY DISCOVERED EVIDENCE; FRAUD, ETC. On motion and upon such terms as are just, the court may relieve a party or a party's legal representative from a final judgment, order, or proceeding for the following reasons: (a) mistake, inadvertence, surprise, or excusable neglect; (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b); (3) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation, or other misconduct of an adverse party; (4) the judgment is void; (5) the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is not longer equitable that the judgment should have prospective application; or (6) any other reason justifying relief from the operation of the judgment. The motion shall be made within a reasonable time, and for reasons (1), (2), and (3) not more than one year after the judgment, order, or proceeding was entered or taken. A motion

under this subdivision (b) does not affect the finality of a judgment or suspend its operation. **This rules does not limit the power of the court to entertain an independent action to relieve a party from a judgment, order, or proceeding, or to grant relief to a defendant not actually personally notified as provided in Title 28, U.S.C., § 1655, or to set aside a judgment for fraud upon the court. Writs of coram nobis, coram vobis, audita querela, and bills of review and bills in the nature of a bill of review, are abolished, and the procedure for obtaining any relief from a judgment shall be by motion as prescribed in these rules or by an independent action.**

This appears to be the rule whereby this Court can reverse the "Judgment In a Civil Case" issued by the Clerk of Court and address the merits of the matters presented by the Undersigned.

Illinois state )  
 ) ss **Declaration/Affidavit by Violet Alberta Hooghkirk**  
Cook county )

I, Violet Alberta Hooghkirk, a human being over the age of majority and of sound mind, whose name is only properly spelled in upper and lower case letters, suo nominee and sui juris, again declaring my Sovereignty as originally intended for the People on this great Land, hereby provide my testimony in this matter by saying the following under penalties of perjury under the laws of the united States of America, and ask that the Court look to the substance of the matters presented, excusing any deficiencies in form as I am not a human being with schooling in court process or law.

1. My VERIFIED COMPLAINT FOR VIOLATION OF IMPAIRMENT OF CONTRACTS BY DEFAULT, ASSENT AND TACIT PROCURATION AGREEMENT, AND VIOLATION OF CONSTITUTIONAL MANDATES AND UNALIENABLE RIGHTS filed on December 12, 2007 to initiate this Court's Case No. 07C6975 (hereinafter "ORIGINAL COMPLAINT), is revised by adding thereto matters mistakenly omitted which go to constitutional violations and violation of my substantive rights not to be subjected to commercial tricks resulting in intended seizure of my property (abode, income and otherwise) which I believe are cognizable in a district court of the United States under Article III of the Constitution for the united States of America and/or under admiralty by authority of:

**28 U.S.C. § 2461. Mode of Recovery**

(a) Whenever a civil fine, penalty or pecuniary forfeiture is prescribed for the violation of an Act of Congress without specifying the mode of recovery or enforcement thereof, it may be recovered in a civil action.

(b) Unless otherwise provided by Act of Congress, whenever a forfeiture of property is prescribed as a penalty for violation of an Act of Congress and the seizure takes place on the high seas or on navigable waters within the admiralty and maritime jurisdiction of the United States, such forfeiture may be enforced by libel in admiralty but **in cases of seizures on land the forfeiture may be enforced by a proceeding by libel which shall conform as near as may be to proceedings in admiralty.**

2. The intent and purpose for filing my ORIGINAL COMPLAINT, which to date in fact has not been answered by any of the Defendants, and this REVISION thereto is to have this honorable Court rule as to matters of substance and constitutional violations which I believe negate the validity ab initio, with "notice given by me" at the alleged 04/03/2007 sale by THE JUDICIAL SALES CORPORATION, allegedly acting on behalf of ABN AMRO MORTGAGE GROUP, INC. (hereinafter ABN AMRO), of my abode - property commonly known as 772 Barnaby Place, Unit 94A, Wheeling, Illinois 60090 (hereinafter "the property") to CHICAGO TITLE & TRUST as successor trustee to LASALLE BANK LAND TRUST #130966, by an alleged agent of THE JUDICIAL SALES CORPORATION; which was an act done under Order of Default (wherein I am not listed as those in default) signed by Assoc. Judge Carolyn Quinn of the Circuit Court of Cook County, Illinois, County Department-Chancery Division, in Case No. 05 CH 19333 (hereinafter referred to as Cook County Case No. 05 CH 19333).

3. BE IT KNOWN, I, Violet Alberta Hooghkirk, occupy "the property" and, since the demise of my husband, Robert, have sole interest and possession therein, which causes me in this matter to be the aggrieved party in fact who will be irreparably injured where the alleged sale of "the property" is permitted to stand and the Sheriff is permitted to physically eject me from "the property" based thereon, as threatened by notice from the Sheriff's office.

4. I began to occupy "the property" in August of 1999 when I married Robert Hooghkirk (now deceased) who first purchased "the property" in January 1987 along with Doris Hooghkirk (his first wife, deceased) and executed a 30 year note with MSC MORTGAGE CORPORATION reflecting the sum of \$44,000 (sums hereinafter referred to as credit units for reasons shown below). Robert paid thereon \$390.20 from 1/1/1987 through 7/1/1999 (139 payments of  $\$390.20 = \$54,237.80$ ) when, after the demise of Doris, that matter was closed when he executed a 30 year note with CITY BANK in the sum of 65,000 credit units, of which 38,996.04 credit units were applied by CITY BANK to close the MSC MORTGAGE CORPORATION note of 44,000 credit units and 1,666.77 in credit units was charged off as settlement fees. Payments of \$437.92 per month were made on said note from August 1, 1999 through February 1, 2002 (31 payments of  $\$437.20 = \$13,575.51$ ; payments to which I was party). On 1/28/2002, Robert and I executed a 30 year note in the sum of 100,000 credit units with ABN AMRO, of which 64,014.92 credit units were applied to close the CITY BANK note of 65,000 credit units and 9,157.77 credit units were charged off as settlement fees. Between 3/1/2002 and 7/1/2005 payments of \$632.07 were made to the ABN AMRO note ( $41 \times \$632.07 = \$25,914.87$ ). This information was gleaned by me from documents in my possession, and the calculations are believed to be true and correct.

5. I believe MSC MORTGAGE CORPORATION, CITY BANK and ABN AMRO, in combination with a FEDERAL RESERVE BANK, another private Bank, because of there interlocking activity and practices and all being commercial entities in the banking credit business incorporated under the Laws of the United States and perhaps the State of Illinois, are in the Law and for all practical purposes to be treated as one and the same bank, hence will be hereinafter jointly referred to as the BANKS. This district court of the United States is asked to consider them as one absent absolute proof to the contrary.

6. The sums provided by the BANKS as alleged consideration (i.e., \$44,000, \$65,000, and \$100,000, much of which was extinguished by bookkeeping entries

as settlement and fees) had no intrinsic value as the money. These sums were created upon the BANKS books under standard banking practices; hence such alleged money or credit is referred to herein as credit units. I believe the creation of credit units upon the books of the BANKS constitutes the creation of fiat money by bookkeeping entries. The BANKS create it out of nothing. As it is understood, the banking industry is permitted to create transactions loaning credit units in a sum many times the sum of Federal Reserve Notes (paper currency; hereinafter FRNs) deposited into a bank by human beings. As I understand it, FRNs are printed by the U.S. Government and distributed through the FEDERAL RESERVE, a private entity, through its entities - Federal Reserve Banks. The cost of printing is the same no matter the denomination in dollars shown thereon. The FEDERAL RESERVE must deposit with the Treasurer of the United States a like amount of bonds as the notes printed. Thus not only the FRNs but the bonds securing them are without lawful consideration. The net result of the entire transaction is that the value of the FRNs obtained by Federal Reserve Banks is the cost of printing only. This causes the credit units created through bookkeeping entries by the BANKS as to "the property" to lack intrinsic value. Further, pursuant to 28 U.S.C. § 8, Federal Reserve notes and Federal Reserve banks notes, are within the term "**obligation or other security of the United States.**"

7. Judicial notice is to be taken that Article 1, Section 10 of the Constitution for the united States of America (the fundamental Law of the Land) makes the definitive statement: "No state shall make anything but gold and silver coin a tender in payment of debts." I have not found anywhere in the Constitution a delegation of power to the United States Government to negate this requirement, and the Tenth Amendment of the Constitution plainly states "**The powers not delegated to the United States ... are reserved to the states respectively or to the people.**" An Act of Congress in violation of the Constitution confers no rights or privileges. See 16 AM JUR 2d, Constitutional Law, §§ 177 through 179. This makes it clear that Laws enacted by Congress must be constitutionally compliant. As put in 16 AM JUR 20 #177, "**The construction of a statute**

which brings it in conflict with the constitution will nullify it ... an unconstitutional statute though having the form and name of a law is in reality no law, but is wholly void. ... Such a statute leaves the question that it purports to settle just as it would be had the statute not been enacted.” The only possible conclusion from this is that Title 31 U.S.C. § 462, which attempts to make FRNs a legal tender for all debts, public and private, is unconstitutional and void as contrary to Article 1, Section 10 of the Constitution.

8. FRNs are obviously not gold or silver coin. Judicial notice is to be taken that gold or silver is the only Thing authorized by the Constitution to be used as “money” and is to be coined by the United States government. Initially FRNs (obligations of the United States) were declared to be redeemable in gold and silver. Upon removal of such offer to redeem, decades ago, FRNs were left with no intrinsic value and lost all semblance of constitutionally authorized money or legality to be use as such. 36 AM JUR on money says at § 9 **“When the inability of a bank to redeem its notes is openly avowed they instantly lose their character as money and their circulation as currency ceases.”** Without intrinsic value FRNs are nothing but fiat money. This fact alone must cause a lack of intrinsic value as to the credit units created through bookkeeping entries by the BANKS as to “the property,” In this matter. In addition, the sole consideration paid for FRNs backing the “dollars” shown on the BANKS notes and mortgage is the printing cost of the FRNs, which is inconsequential since the cost of printing FRNs is the same no matter its denomination, e.g., \$1 or \$1,000.

9. While FRNs have no intrinsic value in and of themselves, I believe when FRNs are derived from one’s labor they must be considered as having value equal to money as labor is directly or indirectly the foundation for everyone’s property, and ownership of property is a right that must be strictly protected against intrusion by governments and entities in the business of current banking practices. It is the exchange of labor (time and talent) for FRNs that gives the FRNs substance and value. My possession and interest to “the property” is not subject to any commercial trick via a promissory note being made part of the mortgage

transaction by the BANKS. Where there is no verified complaint of injury based upon the promissory note then injury is based upon an irrebuttable presumption—in violation of due process of law. The question also arises that such process has the result to compel me to specific performance to labor for the BANKS, and anyone who benefits thereby, against my will; a violation of the peonage laws (see 42 U.S.C. § 1994, 18 U.S.C. § 1581) and other civil rights laws. See also 18 U.S.C. § 1346, definition of “Scheme or artifice to defraud” in respect to 18 U.S.C. chapter 63, mail fraud statutes; and “what is peonage” at pages 242-243 of Bailey v. Alabama, 219 U.S. 219, which deals with the prohibited condition of involuntary servitude called “peonage” and the alteration of rules of evidence by State legislation.

10. Judicial notice is to be taken that under House Joint Resolution #192, mortgage creditors, like the BANKS, are on notice that obligations are to be discharged on a dollar for dollar basis. Thus, at best, the only possible obligation to the BANKS created by transactions with them entered into by me and/or my deceased husband, Robert, is to discharge the credit units extended. To compel more based upon a promissory note executed under economic compulsion<sup>1</sup> would result in compelling me to specific performance to labor for the BANKS and others (principals of or the BANKS and anyone else that benefits thereby) against my will since the discharge of the additional sums would necessarily come from my labor. Compelling a human being to labor for others against their will is a condition of involuntary servitude called “peonage.” Involuntary servitude is forbidden under the Thirteenth Amendment to the Constitution for the united States of America and violation of federally enacted laws.

---

<sup>1</sup> “... The rule is not that ... the proof must be adequate to establish that the particular communications contained in a statement were voluntarily made, but it must be sufficient to establish that the making of the statement was voluntary; ... the accused was not involuntarily impelled to make a statement, when but for the improper influences he would have remained silent.” Miranda v Arizona, 384 U.S. 436, 462 (1965). Execution of a Promissory Note is done under economic compulsion where made a requirement to enter into a transaction with the BANKS. Only where the BANKS can prove that a Promissory Note is required in all transactions for credit units might a court rule such requirement is compliant with equal protection under the law.



See 42 U.S.C. § 1994 and 18 U.S.C. § 1581, which are within the definition of “racketeering activity” in 18 U.S.C. § 1961.

“The words involuntary servitude have a ‘larger meaning than slavery.’ ... The plain intention was to abolish slavery of whatever name and form and all its badges and incidents; to render impossible any state of bondage; to make labor free, by prohibiting that control by which the **personal service of one man is disposed of or coerced for another’s benefit** which is the essence of involuntary servitude.”

Bailey v. Alabama, 219 U.S. 219, 241 (1910)

Human beings dealing with an entity providing credit units in a commercial transaction have the intangible right not to be deprived of honest services; which is addressed in 18 U.S.C. § 1346, placed within the mail fraud statutes in chapter 63 of 18 U.S.C. (§§ 1341-1347).

**18 U.S.C. § 1346. Definition of “scheme or artifice to defraud”**

For purposes of this chapter, the term “scheme or artifice to defraud” includes a scheme or artifice to deprive another of the intangible right of honest services.  
(Added Pub. L. 100-690, title VII, §7603(a), Nov. 18, 1988, 102 Stat. 4508.)

11. Based upon the foregoing, with the only medium of exchange available being FRNs and FRNs having no intrinsic value, the BANKS transactions with Robert and/or me conveyed no consideration; thus the credit units created by the BANKS through bookkeeping entries and used to support the Notes and Mortgage documents in the transactions shown in paragraph 4 above never had value and the BANKS could never in fact have any interest in “the property.” With no consideration having been provided by the BANKS, their transactions with Robert and/or me are void ab initio as the obligations alleged to have been created are imperfect. On the other hand, every payment made to the BANKS in these transactions was a product of my labor or that of Robert (which inured to me upon his demise) and therefore had intrinsic value no matter the form in which such payments were made (e.g., by bank check, FRNs, electronic transfer, etc.).

12. I hereby declare that the transactions with the BANKS outlined in paragraph 4 above lacked validity from the beginning, and that Cook County Case No. 05 CH 19333 was in form “asking a bribe”; the intent of which is to have the

courts collude with the BANKS in a scheme or artifice to defraud me of "the property" under color of right and/or color of law.

**ASKING A BRIBE.** To constitute the crime of "asking a bribe," it is not necessary that the party solicited shall consent to give the bribe, or that there shall be a meeting of the minds, or mutual understanding or agreement between him and the party asking the bribe; it being sufficient if the latter is ready and willing to enter into the corrupt agreement. People v. Powell, 50 Cal.App. 436, 195 P. 456-458.

Black's Law Dictionary, Third Edition (not in Black's 4th, 5th, 6th, or 7th)

13. I further declare that the BANKS' documents as to "the property" qualify as "counterfeited securities" in that the makers have stated them to have been officially signed and sealed as valid claims of a duty, obligation or right of action owed by VIOLET A. HOOGHKIRK, presumed to be me, the human being Violet Alberta Hooghkirk whose name is only properly written in upper and lower case letters, and not in all capital letters as are fictional entities. Judicial notice is to be taken that, pursuant to *Title 18 USC § 4*, the commission of crimes is cognizable by a court of the United States and under *Title 18 USC §513* to wit:

"513(a) Whoever makes, utters or possesses a counterfeited security of a State or a political subdivision thereof or of an organization, or whoever makes, utters or possesses a forged security of a State or political subdivision thereof or of an organization, with intent to deceive another person, organization, or government shall be fined not more than \$250,000 or imprisoned not more than ten years, or both".

See also Sections 2311, 2314 and 2320 for additional fines and sanctions. Among the securities defined at 18 USC § 2311 is included "evidence of indebtedness" which, in a broad sense, may mean anything that is due and owing which would include a duty, obligation or right of action.

14. Article V of the Bill of Rights of the Constitution for the united States of America says that no person shall be "deprived of ... property, without due process of law..." Under the conditions presented in my ORIGINAL COMPLAINT and this REVISION thereto, the BANKS are in violation of constitutional mandates and restrictions as well as many federally enacted laws.

These are matters cognizable in this district court of the United States and justice would only be on record where the BANKS are held accountable thereto.

15. Without doubt courts of the United States are under a duty to address violations of the Constitution for the united States of America and laws enacted that are compliant thereto. In dealing with the constitutionality of a law, the Supreme Court said:

“... ‘Policy and humanity’ are dangerous guides in the discussion of a legal proposition. He who follows them far is apt to bring back the means of error and delusion. The prohibition contains no qualification, and we have no judicial authority to interpolate any. Our duty is simply to execute it.”

Edwards v. Kearzey, 96 U.S. 595, 604 (1877)

This makes clear that, under their oath of office, no judge or group of judges can logically rule against the Constitution or condone its violation, or the violation of any Amendment thereto (e.g., the Thirteenth Amendment) and that it is not the business of any judge in any way to consider the consequences which may result from their sworn duty to rule for the Constitution.

16. Based upon the FACT that the BANKS provided no consideration in the transactions outlined in paragraph 4 above, I hereby revoke my signature on all documents in the ABN AMRO transaction and DEMAND return of all sums paid thereon, whether as payments or as fees, and that ABN AMRO certify to me under oath in writing the cancellation of the Note and Mortgage and also make void by certification the Certificate of Sale regarding “the property” said in the REPORT OF SALE AND DISTRIBUTION to have been issued by THE JUDICIAL SALES CORPORATION on 04/03/2007 to CHICAGO TITLE & TRUST as successor trustee to LASALLE BANK LAND TRUST #130966, allegedly acting on behalf of ABN AMRO.

17. Duty of courts is to see that justice prevails, no matter the hardship it places upon the adverse party, and officers of the Court take an oath to adhere to uphold the mandates and restrictions of the Constitution. As put in Cooper v. Aaron, 358 U.S. 1, 18 (1958), “No state legislator or executive or judicial

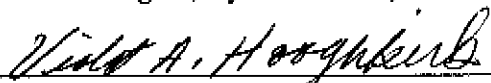
**officer can war against the Constitution without violating his solemn oath to support it."**

WHEREFORE, absent ABN AMRO performing the acts put forth in paragraph 16 above within twenty (20) days of the filing of this REVISION TO COMPLAINT, justice would require judges to adhere to their oaths of office and impose upon ABN AMRO, its principals and legal representatives, a good faith standard of conduct in AMB AMRO commercial transactions by seeing that the Constitutional and contract issues put forth herein are addressed and that a full and comprehensive ruling is made by this Court as to all matters presented herein; i.e.:

- (a) that "gold and silver" is denominated in the Constitution as the "money" in this country and there is no constitutional authorization for the government to make anything but gold or silver the money of the United States of America or to print FRNs and circulate them as if they are money with a dollar value shown thereon through agreement or compact with the FEDERAL RESERVE, a private entity, without such acts being in direct conflict with Article I, Section 10 of the Constitution for the united States of America; and
- (b) that FRNS, declared by Congress in 28 U.S.C. § 8 to be obligations of the United States (government), lost all value when backing by gold or silver was removed; and
- (c) that in the transactions outlined in paragraph 4 above the BANKS merely created credit units through bookkeeping entries and conveyed nothing of intrinsic value to me and/or Robert in the process, therefore are null and void ab initio; and
- (d) that all sums paid to the BANKS by Robert and/or me shown in paragraph 4 above are rightfully due to me from ABN AMRO as sums induced through a scheme or artifice to defraud; and

- (e) that the BANKS, having conveyed nothing of value, never had any interest to "the property", and the BANKS documents in the transactions outlined in paragraph 4 above are counterfeit securities in that they are used as alleged support to claim an interest to "the property" and my eviction therefrom; and
- (f) that ABN AMRO initiating the Cook County Case No. 05 CH 19333 action constitutes "asking a bribe" intending for me to be coerced into agreeing to relinquish possession of "the property"; and
- (g) that compelling me to relinquish possession of "the property" to which only I have interest and am the rightful owner notwithstanding having placed it into Barnway Trust, an entity created by me, would result in compelling me to specific performance to labor for ABN AMRO and others who benefit thereby; a prohibited condition of involuntary servitude called "peonage"; and
- (h) that the courts of the United States are under a duty to see that mandates of the Constitution are not violated no matter the social or political repercussions that might occur.

Respectfully submitted, with reservation of all rights, By the Seal of,

  
Violet Alberta Hoogheek, Trustee,  
Secured Party - Creditor, Barnway Trust  
C/o 772 Barnaby Place  
Wheeling, Illinois [60090]  
Ph: 847-215-5244  
Bond # VAH040244 (Silver Surety Bond)  
Pre-Paid - Preferred Stock  
Priority - Exempt from Levy

### ACKNOWLEDGMENT

SUBSCRIBED TO AND CERTIFIED before me this 8<sup>th</sup> day of February A. D. 2008, a Notary, that Violet A. Hooghkirk, Secured Party personally appeared and is known to me to be the women whose name subscribed to the within verified instrument and acknowledged to be the same.



Notary Public in and for said State:

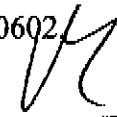
My Commission expires \_\_\_\_\_

SEAL:



### CERTIFICATE OF SERVICE

I, hereby certify and declare under penalties of perjury as provided by law under the laws of the united States of America Title 28 USC 1746(1) that on the 8 day of Feb, 2008 A.D., ABN AMRO MORTGAGE GROUP INC., et al has been served with this MOTION FOR VACATION OF JUDGMENT with VERIFIED AMENDMENT TO ORIGINAL COMPLAINT by mailing an exact copy to (See Attached) List of parties at interest. Also, due to the notice of eviction sent from the office of the Sheriff, a copy of this document is being mailed this day to Sheriff Thomas J. Dart at the Richard J. Daley Center, Chicago, IL. 60602



Cc: Robert McCallum of the, President's Corporate Fraud Task Force - DOJ  
950 Pennsylvania Ave NW - Washington, D.C. 20530  
Merri Jo Gillette - Regional Director - Securities and Exchange Commission (SEC)  
Midwest Regional Office - 175 West Jackson Blvd Suite 900 - Chicago, Illinois 60604  
Federal Trade Commission (FTC) CRC - 240, 600 Pennsylvania Avenue NW - Washington, D.C. 20580  
Lisa Madigan, Attorney General - 500 S. Second St. - Springfield, Illinois 62706  
Lisa Madigan - Attorney General - 100 W. Randolph Street, 12<sup>th</sup> Floor - Chicago, Illinois 60601  
Patrick J. Fitzgerald, U. S. Department of Justice, United States Attorney, Northern- District of Illinois,  
Federal Building 219 South Dearborn Street, Fifth Floor - Chicago, Illinois 60604  
William G. Holland - Auditor General - 740 E. Ash Street - Springfield, Illinois 62703  
J. Russell George - Treasury Inspector General for Tax Administration  
1500 Pennsylvania Ave NW - Washington, D.C. 20224  
Chief Information Officer - Treasury Data Integrity Board  
1500 Pennsylvania Ave NW - Washington, D.C. 20224  
Director - CSB/IRS SP Handling Office - 5000 Ellin Rd - Lanham, Maryland 20706  
Chief Special Procedure Handling Office - IRS - P.O. Box 245 Bensalem, Pennsylvania 19020

Mr. Ken Papaj – Acting Commissioner of the Financial Management Service of the  
Department of the Treasury - 401 14<sup>th</sup> Street SW Room 548 - Washington, D.C. 20227  
Raymond R. Quirk, President/ Registered Agent-Chicago Title & Trust Company  
601 Riverside Ave -- Jacksonville, Florida 32204  
Todd C. Johnson Same, Secretary/Registered Agent - Chicago Title & Trust Company  
601 Riverside Ave -- Jacksonville, Florida 32204  
Dorothy Brown - Clerk of the Court/Richard J. Daley Center Floor 10 Room 1001-  
50 W. Washington St Chicago, Illinois 60602  
Richard Divine – States Attorney Floor 5 Room 500 Richard J. Daley Center  
50 West Washington Street - Chicago, Illinois 60602  
Timothy Evans – Chief Judge - Richard J. Daley Center/Clerk of the Circuit Court  
Floor 26 Room 2600 50 W. Washington Street Chicago, Illinois 60602  
Carolyn G. Quinn -- Judge – Richard J. Daley Center/ Clerk of the Circuit Court – Room 2808  
50 W. Washington Street Chicago, Illinois 60602  
Thomas A. Roscillo Attn: Codilis & Associates, P.C. – Secretary/ Registered Agent – LaSalle Bank NA  
135 South LaSalle Street- Chicago, Illinois 60603  
Acting Deputy Council - Clerk of the Circuit Court/Richard J. Daley Center floor 10 Room 1003  
50 W. Washington St Chicago, Illinois  
Ronald Wade – Manager, Evictions Dept 6<sup>th</sup> Floor Rm 602 - Clerk of the Circuit Court  
50 West Washington Street-Chicago, Illinois 60602

Illinois State )  
 ) SS.  
Cook County )

To: Defendant(s) in error,

ABN AMRO MORTGAGE GROUP INC. et al

Tom Goldstein - President/Chief Financial Officer - ABN AMRO Mortgage Group, Inc.  
7159 Corkland Drive - Jacksonville, Florida 32258

Thomas A. Rosiello - Secretary/Registered Agent - ABN AMRO Mortgage Group, Inc.  
135 South LaSalle Street - Chicago, Illinois 60603

Carol L. Tenyak - Registered Agent - ABN AMRO Mortgage Group, Inc.  
135 South LaSalle Street, Suite 925 - Chicago, Illinois 60603

Tim Nuss - Manager - ABN AMRO Mortgage Group, Inc - 540 West Madison -  
Chicago, Illinois 60661-6400 - (no longer w/company or can't find)

Colleen Riddell - Loan Administration - Special Services Dept. ABN AMRO Mortgage  
2600 West Big Beaver Road - Troy, Michigan 48084-3318

Elena L. Enescu - Legal Administrative Assistant - ABN AMRO Mortgage Group, Inc.  
135 S. LaSalle Street - Chicago, Illinois 60603-0135

Shaun - Supervisor - ABN AMRO Mortgage Group, Inc. -  
7159 Corkland Drive - Jacksonville, Florida 32258 Group, Inc.

Beth P. Ponder - Vice President, Customer Relations - ABN AMRO Mortgage Group, Inc.  
7159 Corkland Drive - Jacksonville, Florida 32258

Damien Bazan - Collections Department - ABN AMRO Mortgage Group, Inc.  
4242 N. Harlem Avenue - Norridge, Illinois 60706-1204

Customer Service - Manager - ABN AMRO Mortgage Group, Inc.  
2600 W. Big Beaver Road - Troy, Michigan 48084-3326

Merilyn Rogers - Customer Relations - ABN AMRO Mortgage Group, Inc.  
7159 Corkland Drive - Jacksonville, Florida 32258

Isolene B. Jones - Loan Admin/Litigation - ABN AMRO Mortgage Group, Inc.  
7159 Corkland Drive - Jacksonville, Florida 32258 Group, Inc.

Norm Bobbin - Chief Executive Officer - LaSalle Bank NA  
1355 W. Dundee - Buffalo Grove, Illinois 60089

John Purtell - Manager - LaSalle Bank NA -  
135 S. LaSalle Street Dept 8144 - Chicago, Illinois 60674-8144

Michael Jinga - Manager - LaSalle Bank NA -  
4747 W. Irving Park Road - Chicago, Illinois 60641

Marie Shiffman - Collections Equity Dept. - LaSalle Bank NA  
4747 W. Irving Park Road - Chicago, Illinois 60641

David Cantwell - President - Chelsea Cove Condominium Assoc.  
624 Bridgeport - Wheeling, Illinois 60090

Jeffrey Meyers - Secretary - Chelsea Cove Condominium Assoc.  
775 Barnaby Place - Wheeling, Illinois 60090